



CITY OF
FAYETTEVILLE
ARKANSAS

Purchasing Division, Room 306
113 W. Mountain Street
Fayetteville, AR 72701
Phone: 479-575-8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFQ (REQUEST FOR QUALIFICATION)

REQUEST FOR QUALIFICATION: RFQ 18-06, Architectural Services for Cultural Arts Corridor

DEADLINE: Tuesday, March 06, 2018 prior to 2:00:00 PM, local time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 02/01/18 and 02/08/18

REQUEST FOR STATEMENT OF QUALIFICATION

RFQ 18-06, Architectural Services for Cultural Arts Corridor

No late qualifications will be accepted. RFQ'S shall be submitted in sealed envelopes labeled with the project name, contact name, and address of the Proposer.

RFQ's shall be submitted in accordance with the attached City of Fayetteville specifications and RFQ documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

Submittals shall be submitted in sealed envelopes labeled with the solicitation number, solicitation name, and the name and address of the firm.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

City of Fayetteville
RFQ 18-06, Architectural Services for Cultural Arts Corridor
Advertisement

City of Fayetteville, Arkansas
Request for Statements of Qualification
RFQ 18-06, Architectural Services for Cultural Arts Corridor

The City of Fayetteville is accepting statements of qualifications from architecture firms with experience in landscape architecture to provide professional services for the complete design of a Cultural Arts Corridor in downtown Fayetteville along the Razorback Regional Greenway. To be eligible to submit a statement of qualification, firms must be pre-qualified by the Walton Family Foundation.

To be considered, statements of qualification shall be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas by **Tuesday March 06, 2018 before 2:00:00 PM**, local time.

Forms & addendums can be downloaded from the City's web site at <http://fayetteville-ar.gov/bids>. All questions regarding the process should be directed to Les McGaugh at lmcgaugh@fayetteville-ar.gov or (479)575-82.

Statements of qualification submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to reject any or all proposals and to waive irregularities therein, and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions.

CITY OF FAYETTEVILLE, ARKANSAS
By: Les McGaugh
Title: Purchasing Agent
Ad dates: 02/01/18 and 02/08/18

City of Fayetteville
RFQ 18-10, Architectural Services for Cultural Arts Corridor
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City of Fayetteville
RFQ 18-06, Architectural Services for Cultural Arts Corridor
SECTION A: General Terms & Conditions

1. SUBMISSION OF A STATEMENT OF QUALIFICATION SHALL INCLUDE:

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFQ in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation. The term proposal is used in this document as equal to statement of qualification.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFQ. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFQ.
- c. Statement should be no more than twenty-five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers are also allowed to submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
- d. All Proposers shall submit eight (8) identical paper copies of their statement of qualification as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted should be submitted as a SINGLE FILE in format acceptable to Adobe in a save able format.** Files contained on the CD or electronic media shall not be restricted against saving or printing. **The electronic copy shall be identical to the original papers submitted.** Electronic copies shall not be submitted via e-mail to City employees by the Proposer.
- e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed and at that time only for the intended selection.
- f. Proposers shall submit a statement of qualification based on documentation published by the Fayetteville Purchasing Division.
- g. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- h. Proposals must follow the format of the RFQ. Proposers should structure their responses to follow the sequence of the RFQ, if provided.
- i. Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- j. Proposer is advised that exceptions to any of the terms contained in this RFQ or the attached service agreement must be identified in its response to the RFQ. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- k. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFQ made or given prior to the award of the contract.

3. RIGHTS OF CITY OF FAYETTEVILLE IN THIS PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City of Fayetteville reserves the right to select the proposal that it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for statements of qualification or resulting submittal.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

4. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFQ. Proposers are not guaranteed to be ranked.

5. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

6. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

7. CONFLICT OF INTEREST:

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".
- b. The Proposer shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of

the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

8. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn at any time.

9. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this request for statements of qualification. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICTION:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful Proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for statements of qualification apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFQ. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFQ. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

17. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

18. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Architect shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFQ.
- b. In the event of a corporate acquisition and/or merger, the Architect shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFQ, without exception shall constitute approval for purpose of this Agreement.

19. NON-EXCLUSIVE CONTRACT:

Award of this RFQ shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to

concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

20. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFQ from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

21. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFQ and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

22. INTEGRITY OF STATEMENT OF QUALIFICATION (RFQ) DOCUMENTS:

Proposers shall use the original RFQ form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFQ form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFQ documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFQ response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFQ response and presented in the form of an addendum to the original RFQ documents.

23. LOBBYING:

Lobbying or communicating with selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is **strictly prohibited** either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities or communication shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

24. DEBARRED ENTITIES:

By submitting a statement of qualification, vendor states submitting entity is not a debarred company with the federal, any state, or local government.

25. OTHER GENERAL CONDITIONS:

- a. Proposers shall provide the City with proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. The request for statement of qualification is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for statements of qualification is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for

reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. **Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.**
- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for statements of qualification. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFQ. The RFQ is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFQ's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

26. INSURANCE:

- a. Any project selected under this RFQ shall require professional liability insurance in the amount of \$5 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required

unless firm is awarded a contract. Certificate of insurance shall be provided within 10 (ten) calendar days after contract award.

- i. Professional Liability Insurance, inclusive of errors and omissions: Minimum \$5 million
- ii. Worker's Compensation: Statutory amount
- iii. General Automotive Insurance as required by state law

27. SELECTION CRITERIA:

The evaluation criterion below defines the factors which will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. The evaluation factors are as follows:

1. **30 Points** – Specialized experience and technical competence of the firm with respect to the type of professional services required
2. **25 Points** – Capacity and capability of the firm the perform the work in question including specialized services, within the time limitations fixed for the completion of the project
3. **25 Points** – Past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines
4. **20 Points** – Firm's proximity to and familiarity with the area in which the project is located

******NOTE: Fees shall NOT be included with any statement of qualification.** Price shall not be a considered factor used to select a vendor. Price and fees will not be considered until the negotiating process and will be a factor in the award of any proposed contract. In the event the City is not able to negotiate a successful contract with the selected vendor, the City reserves the right to cease negotiations with such selected vendor and proceed on to the next selected vendor.

1. Grant Background:

- a. On December 05, 2017, the Fayetteville City Council passed a resolution (Resolution 258-17) expressing thanks and to the Walton Family Foundation and to authorize Mayor Jordan to accept a design excellence program grant from the Walton Family Foundation to fund the design of an interactive outdoor cultural arts corridor along the Razorback Regional Greenway.
- b. Resolution 258-17 also authorized the City to issue a Request for Qualifications under the condition that **only firms pre-approved by the Walton Family Foundation are eligible to respond.**

2. Submittal / Response requirement:

- a. Due to a condition of the grant received from the Walton Family Foundation, all firms responding to this RFQ shall be pre-approved by the Walton Family Foundation. The City reserves the right to reject statements of qualification from firms which are not pre-approved by the Walton Family Foundation.
- b. Pre-approval shall be defined as pre-approval prior to the deadline established for this RFQ.

City of Fayetteville
RFQ 18-06, Architectural Services for Cultural Arts Corridor
SECTION C: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: _____

NUMBER OF YEARS IN BUSINESS: _____ HOW LONG IN PRESENT LOCATION: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

2. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

3. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

4. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

City of Fayetteville
RFQ 18-06, Architectural Services for Cultural Arts Corridor
SECTION D: Signature Submittal

1. Disclosure Information

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. Additional Information

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Name of Firm: _____

Name of Primary Contact: _____

Title of Primary Contact: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

3. Please acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFQ documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

5. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

6. SUB CONSULTANTS AND TEAM INFORMATION:

Proposer, hereby certifies that proposals from the following consultants were used in the preparation of this statement of qualification. Proposer also agrees if the following subcontracts are approved, Proposer shall not enter into contracts with others for these divisions of the work without prior written approval from the City of Fayetteville. Proposer shall attach additional pages if necessary.

Type of Work: _____

Subcontractor's Name: _____

Arkansas License No: _____

Address: _____

Date Firm Established: _____

Percentage of Work: _____

Type of Work: _____

Subcontractor's Name: _____

Arkansas License No: _____

Address: _____

Date Firm Established: _____

Percentage of Work: _____

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: _____

COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

TAX ID#: _____ DUNS#: _____

PHONE: _____ FAX: _____

E-MAIL: _____

Signed by :

SIGNATURE: _____

PRINTED NAME : _____

TITLE: _____

DATE: _____

I. Project Vision

The City of Fayetteville envisions the development of a Cultural Arts Corridor along the Razorback Regional Greenway as an interactive experiential corridor flowing seamlessly from urban gathering space to woodland park linking the downtowns' cultural, educational and arts destinations to surrounding neighborhoods. The visioning, planning and design of this Cultural Arts Corridor will provide the community with an opportunity to re-imagine this area's wide variety of landscapes, destinations and points of interest. The City is committed to a sustainable and resilient design that will enhance and enrich the experiences of residents and visitors from a diversity of socio-economic backgrounds, ages, races and genders.

II. Project Description

The City of Fayetteville is requesting qualifications from landscape architecture firms to provide professional services for the complete design of a Cultural Arts Corridor in downtown Fayetteville along the Razorback Regional Greenway. The Cultural Arts Corridor study area is roughly bounded by the Fayetteville Public Library and the Fay Jones Natural area on the south and the Walton Arts Center and Dickson Street Entertainment District on the north. The City is specifically requesting design services to improve and enhance infrastructure and public spaces on city-owned property within the Cultural Arts Corridor. The City is also very interested in evaluating project certification under the Sustainable SITES Initiative through the US Green Building Council. The City is seeking qualified landscape architecture firms approved through the Northwest Arkansas Design Excellence Program to apply for selection to complete this design work.

III. Background

This Cultural Arts Corridor location in the heart of historic downtown Fayetteville represents the opportunity to once again re-imagine what this City can become. The history of this area is one of consistent renewal. From its industrial and commercial past along the rail corridor, to the development of the Walton Arts Center in the 1990's and the Fayetteville Public Library in the early 2000's, this area has proven resilient, constantly adapting to economic changes and cultural shifts.

Many of the City's major arts and entertainment destinations are located along the Razorback Regional Greenway within this corridor: the Walton Arts Center, Theater Squared, Nadine Baum Studios, Dickson Street Entertainment District and the Fayetteville Public Library.

The City is interested in developing the Cultural Arts Corridor through a sustainable landscape design that incorporates the six fundamental strategies that were identified in the Fayetteville Downtown Master Plan:

- *Creation of a series of interconnected special places* – develop active and green transportation linkages to the major cultural, educational, entertainment, open space and education hubs located within the downtown area.
- *A superbly walkable environment* – this should be showcased as downtown's hallmark.
- *Smart about parking* – the parking need must be met, but efficiently and sustainably, so that the sense of place is enhanced, not weakened in the process.
- *Smart rules* – the establishment of zoning and development rules that attract and secure a caliber of development worthy of downtown.
- *Special places* – recognize and encourage an experience-based economy by focusing and expanding on arts, culture, and entertainment experiences.

- *Living downtown* – it must be made a priority to get more people living downtown.

IV. Scope of Work

The selected firm(s) will be required to provide several deliverables specific for the four primary design components within the Cultural Arts Corridor.

1. *The Fay Jones Parkland adjacent to the Razorback Regional Greenway and the Fayetteville Public Library.* This area has the potential to showcase a transition from natural and passive spaces to a more urban environment within a small geographic space. This parkland is a natural, tranquil and contemplative environment that can also provide an excellent trail connection from the Razorback Regional Greenway to the Fayetteville Public Library expansion site which is currently under design. The topography and setting of the Fay Jones natural area presents a particularly complicated, and consequently rewarding design challenge. Preliminary discussions of possible design elements that may lend themselves to this parkland include; low impact design stormwater infrastructure, formal and informal gathering spaces, outdoor learning spaces, public art, stream bank restoration, and bicycle and pedestrian connections between the Fayetteville Public Library and the Razorback Regional Greenway.
2. *The West Avenue and Dickson St. Plaza.* The City is interested in the design of a public plaza space on the existing West Avenue parking lot. The West Avenue parking lot has been the subject of several design studies and project proposals over the years. The future programming of this parking lot could happen in any number of ways and the City is looking for a design that can accomplish multiple goals. Currently the lot contains 290 parking spaces that generate revenue for the repayment of bonds issued to fund the Spring Street Parking Deck. Ultimately, the City is looking for a development design that creates a public open space or plaza that is flexible in its' use, retains the Razorback Regional Greenway, explores parking and access solutions, and creates platted lots that can be marketed to the private sector to recover the costs associated with the public amenities created.
3. *Trail Improvements.* The Razorback Regional Greenway is a primary transportation corridor that will provide residents and visitors access to the amenities within the Cultural Arts Corridor. Pedestrians value access that is safe, comfortable, and convenient to destinations and open spaces. The City is interested in creating a "park once and walk" environment to better balance parking space scarcity during peak time periods in the Entertainment District, such as major theatrical shows. The Razorback Regional Greenway is perhaps the most important connective element that links downtowns' cultural, educational and arts destinations to each other and the surrounding neighborhoods. The natural vegetative corridor along the Razorback Regional Greenway in this location is a welcome respite from the urban development that surrounds it. This corridor can be strengthened and unified through a strong design concept, additional public art, gathering and seating areas and access to the existing natural features such as Tanglewood Branch.
4. *Street Scape Enhancements.* The Cultural Arts Corridor boundary includes a significant number of downtown streets that were laid out in a gridded street pattern. In many cases, these older streets have broken or missing sidewalk segments and they lack pedestrian scaled lighting and stormwater infrastructure. To provide superior pedestrian connectivity between the Cultural Arts Corridor, the surrounding neighborhoods and nearby amenities such as; the downtown Fayetteville Square, the Fayetteville Public High School and the University of Arkansas, pedestrian and traffic control improvements are necessary for many of the existing streets.

V. Deliverables

The selected firm will specifically be required to:

1. Prepare conceptual schematic design renderings of the Fay Jones Parkland, Razorback Regional Greenway trail corridor and the West Ave. Plaza along with preliminary construction cost estimate.
2. Design development process and approval of final design along with final construction cost estimate.
3. Prepare construction plans and specifications from the final agreed upon designs of the parklands, plazas and trail corridors.
4. Prepare detailed construction cost estimates based on the construction plans and specifications.
5. The selected firm shall be responsible for responding to questions that arise during the bidding process and shall be prepared to respond with necessary addendums during the bidding process. The actual bid process will be managed by the City of Fayetteville Purchasing Division and the City shall serve as the point of contact and issuer for all bid documentation.
6. The selected firm shall assist in the construction management and certification documentation (if the City elects to pursue SITES) of the project until completion.

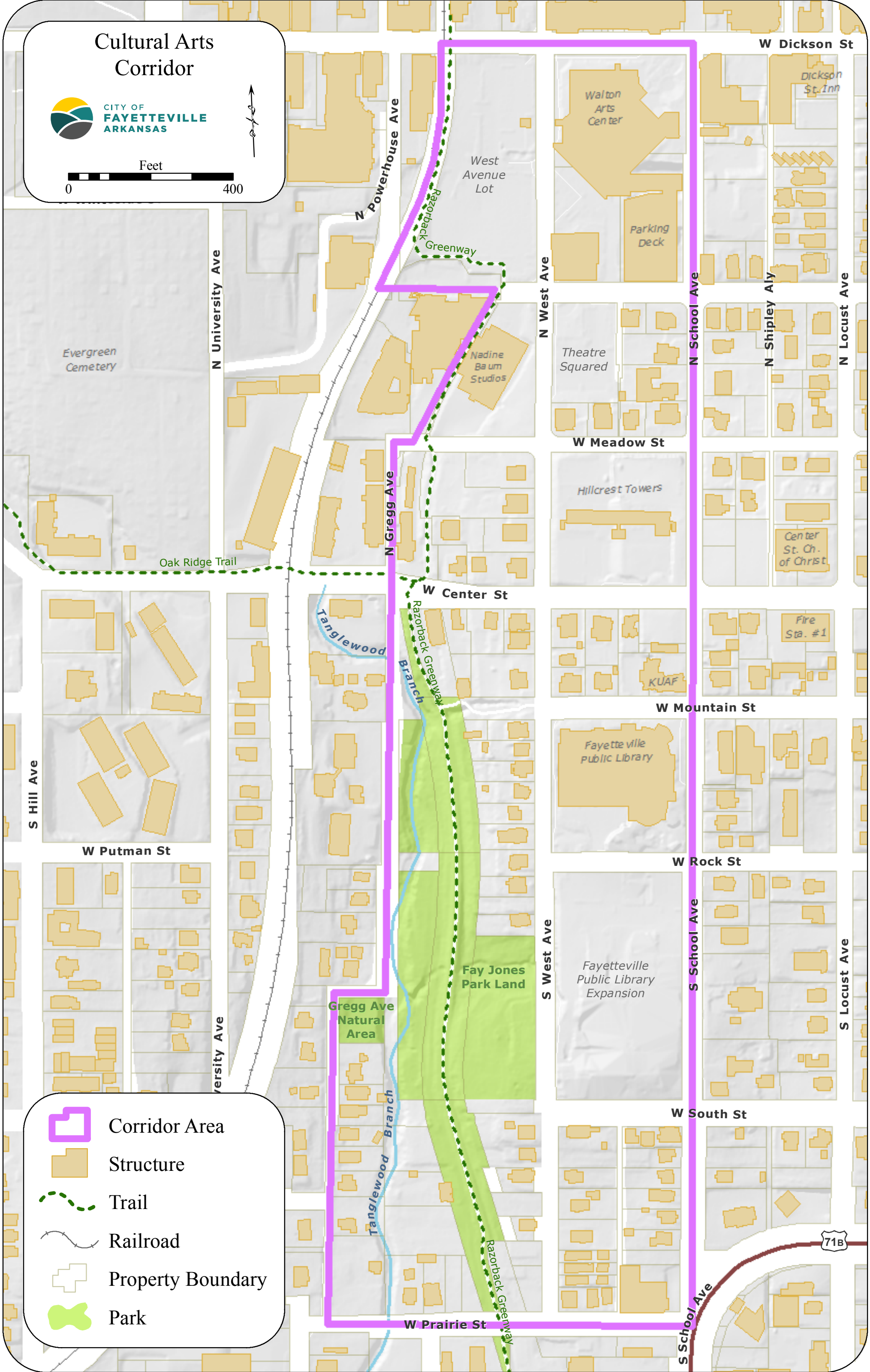
VI. Timeline

Deliverable and Responsible Party	Completion Date
The City will open and advertise the Request for Qualification (RFQ) process with the intent to select a design firm to oversee the conceptual design process for the parklands and trails identified in the scope of work.	February 01, 2018
Deadline for firms to submit RFQ responses to the City	March 06, 2018
The City's Selection Committee will review and evaluate statements of qualifications. Qualified firms will be shortlisted to a minimum of three firms, and the selected firms will be scheduled with on-site interviews. Approved travel costs for interviews of the selected applicants will be reimbursed by the City	March 31, 2018
The City's Selection Committee intends to select a firm and negotiate a contract.	April 30, 2018
The Fayetteville City Council will consider approval of a contract with the selected firm.	May 31, 2018
The selected firm will hold a public meeting to gather community input on parkland and trail design components, locations, etc.	July 31, 2018
The selected firm will complete schematic designs, renderings and cost estimates.	November 30, 2018
The selected firm will deliver the final construction plans, construction package and updated cost estimates.	June 30, 2019
Final site and construction plans presented and approved by the Fayetteville Planning Commission (and/or other City boards/committees)	August 31, 2019
Final site and construction plans presented and approved by the Fayetteville City Council. The City Council will also determine the components of the parkland designs that may be funded through Capital Improvement Plan budgets, Trail Funding or voter approved infrastructure bond funding.	October 31, 2019
The City Council set a date for an infrastructure bond issue.	July 31, 2019
The City will open the bidding process to select a construction firm to build the parkland and trail elements that have been identified and approved for funding.	December 31, 2019
The City will develop a construction contract, select a construction firm and begin construction.	March 31, 2020
The park and trail design elements that were fully funded will be completed according to the approved design.	December 31, 2021

Cultural Arts Corridor



Feet



Corridor Area



Structure



Trail



Railroad



Property Boundary



Park



113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 258-17

File Number: 2017-0628

WALTON FAMILY FOUNDATION DESIGN EXCELLENCE PROGRAM GRANT:

A RESOLUTION TO THANK THE WALTON FAMILY FOUNDATION, TO AUTHORIZE MAYOR JORDAN TO ACCEPT A DESIGN EXCELLENCE PROGRAM GRANT FROM THE WALTON FAMILY FOUNDATION IN THE AMOUNT OF \$1,770,000.00 TO FUND THE DESIGN OF AN INTERACTIVE OUTDOOR CULTURAL ARTS CORRIDOR ALONG THE RAZORBACK REGIONAL GREENWAY, TO AUTHORIZE THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS WITH THE CONDITION THAT ONLY FIRMS PRE-APPROVED BY THE WALTON FAMILY FOUNDATION MAY RESPOND, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the City of Fayetteville has been selected to receive a Walton Family Foundation Design Excellence Program grant to fund the design of the Fayetteville Arts Corridor; and

WHEREAS, the City is committed to funding and implementing the final approved designs by 2021, likely through a combination of a voter approved infrastructure improvement bonds, Capital Improvement Plan sidewalk funds, dedicated trail funds, and philanthropic donations; and

WHEREAS, a condition of the grant requires that the design be completed by one of the Architecture/Landscape Architecture firms that has been pre-approved by the Foundation as part of the Northwest Arkansas Design Excellence Program, which will necessitate adding this condition to the City's Request for Qualifications for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

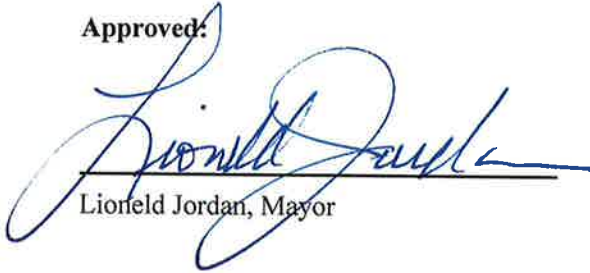
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby thanks the Walton Family Foundation, and authorizes Mayor Jordan to execute a Design Excellence Program Grant Agreement with the Walton Family Foundation in the amount of \$1,770,000.00 to fund the design of an interactive outdoor cultural arts corridor along the Razorback Regional Greenway in downtown Fayetteville.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to issue a Request for Qualifications with the condition that only firms that have been pre-approved by the Walton Family Foundation may respond.


Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

PASSED and APPROVED on 12/5/2017

Approved:


Lionfeld Jordan, Mayor

Attest:


Sondra E. Smith, City Clerk Treasurer





City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2017-0628

Agenda Date: 12/5/2017

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 1

WALTON FAMILY FOUNDATION DESIGN EXCELLENCE PROGRAM GRANT:

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WHEREAS, a condition of the grant requires that the design be completed by one of the Architecture/Landscape Architecture firms that has been pre-approved by the Foundation as part of the Northwest Arkansas Design Excellence Program, which will necessitate adding this condition to the City's Request for Qualifications for this project.

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Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2017-0628

Legistar File ID

12/5/2017

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Peter Nierengarten

11/17/2017

Sustainability & Resilience /
Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approving a resolution accepting the Walton Family Foundation Design Excellence Program grant in the amount of 1.77 million dollars to fund the design of the Fayetteville Cultural Arts Corridor and approval of a budget adjustment.

Budget Impact:

2230.631.8006

Special Grants

Account Number

Fund

31708.1701

Cultural Arts Corridor Grant

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost \$ -

Budget Adjustment Attached? Yes

Budget Adjustment \$ 1,700,000.00

Remaining Budget \$ 1,700,000.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: Please note that the Walton Family Foundation grant letter is unsigned. Upon City Council acceptance of the grant, they will digitally sign the letter and provide that final copy to the City for the Mayor's signature.



MEETING OF DECEMBER 5, 2017

TO: Mayor Lioneld Jordan
Don Marr, Chief of Staff

CC: Chris Brown, City Engineer
Theodore Jack, Park Planning Superintendent

FROM: Peter Nierengarten, Director of Sustainability

DATE: November 17, 2017

SUBJECT: **Walton Family Foundation Design Excellence Program - Cultural Arts Corridor**

RECOMMENDATION:

Staff recommends approving a resolution accepting the Walton Family Foundation Design Excellence Program grant in the amount of 1.77 million dollars to fund the design of the Fayetteville Cultural Arts Corridor and approval of a budget adjustment.

BACKGROUND:

The Walton Family Foundation Design Excellence Program provides financial support to governmental organizations, school districts and non-profits that intend to develop space for public purposes in Benton and Washington Counties. The program provides planning and design expertise by world-class architects and landscape architects for public projects that incorporate sustainability, infill and adaptive reuse, energy efficiency and multi-modal accessibility. The 2017 Design Excellence Program focuses on Parks and Green Spaces. Qualifying projects should:

- Make a compelling case for how the project will increase public access and strengthen the surrounding neighborhood
- Include a funding plan for the development of the project
- Leverage the connected trail network
- Demonstrate a commitment to sustainability
- Embody an innovative spirit, encouraging visitors, citizens, etc. to engage with the space in new ways

DISCUSSION:

The City of Fayetteville submitted for consideration the design of an interactive outdoor Cultural Arts Corridor along the Razorback Regional Greenway in downtown Fayetteville. The corridor is anchored by the Fayetteville Public Library and Fay Jones natural area on the south, and the Walton Arts Center and Dickson Street Entertainment District on the north. The Razorback Regional Greenway is the connective element that links downtowns' cultural, educational and arts destinations to surrounding neighborhoods. The upcoming construction of the Fayetteville

Public Library expansion and Theatre Squared, in addition to rapid development in areas surrounding the corridor, is expected to increase walking and bicycling along the Greenway.

The City specifically requested design assistance to improve infrastructure and public spaces on 12 acres of city-owned property within the 50-acre Cultural Arts Corridor. Design components could include festival space, public plazas, proximate parking, streetscape enhancements, trail improvements, natural spaces, outdoor classrooms, green infrastructure and streamside access. Specific design elements for the corridor will be determined through an open public engagement process. The Cultural Arts Corridor presents a once-in-a-lifetime opportunity to improve the existing Razorback Regional Greenway through access to natural and urban public spaces, cultural and educational attractions, the University of Arkansas, downtown square and the wider city and region.

As a selected recipient of this grant the Walton Family Foundation has committed to fund 100% of the design of the public spaces and infrastructure improvements over a 24-month timeline. As a condition of the grant, design of the project must be completed by one of the Architecture/Landscape Architecture firms that has been pre-approved as part of the Northwest Arkansas Design Excellence Program. This will necessitate adding this pre-approval requirement to the City's Request for Qualifications (RFQ) for design service for this project.

BUDGET/STAFF IMPACT:

By accepting this grant, the City of Fayetteville will commit to funding and implementing the final approved designs by 2021. The Walton Family Foundation grantee is aware that the primary funding source for construction is contingent upon a voter approved infrastructure improvement bond. While this is the primary source of funding for the project, staff has identified numerous supplementary funding sources that may also be utilized to help pay for portions of the construction of the design elements identified in the Cultural Arts Corridor. These may include; Capital Improvement Plan sidewalk funds, dedicated trail funds, grants and philanthropic donations. These supplementary funds do not have the capacity to support the full construction without a voter approved improvement bond.

Attachments:

Walton Family Foundation Design Excellence Program Grant Letter
Walton Family Foundation Design Excellence Grant Application
Cultural Arts Corridor Map
Budget Adjustment

WALTON FAMILY
FOUNDATION

November 14, 2017

Lioneld Jordan
Mayor
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

RE: Grant #2017-1739

Dear Mayor Jordan,

It is my pleasure to inform you that the Walton Family Foundation, Inc. ("Foundation") has approved a grant in the amount of \$1,770,000.00 to the City of Fayetteville ("Grantee"). The project term will be December 1, 2017 to December 1, 2019. This grant is subject to the following terms and conditions:

- Purpose:** The purpose of the grant is for the design of a series of urban spaces creating the Cultural Arts Corridor (CAC) in downtown Fayetteville, Arkansas as part of the Design Excellence program. This grant is more fully described in Grantee's proposal dated October 4, 2017. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.
- Amount: One Million, Seven Hundred Seventy Thousand Dollars (\$1,770,000.00).**

Grant payments will be made as follows:

Installment	Amount	Requirement
#1	\$875,000.00	Payable January 2018, contingent upon completion of signed grant agreement
#2	\$20,000.00	See Installment Two
#3	\$437,500.00	See Installment Three
#4	\$437,500.00	See Installment Four

- Payable:** Initial installment of \$875,000.00 shall be payable January 2018, contingent upon receipt of this completed letter from Grantee acknowledging the terms and conditions set forth herein.

Installment Two: Payment of up to \$20,000 will be made upon receipt of documented travel expenses. Travel expenses should include travel for each firm that interviews during the design firm selection process. It can pay for a trip by Grantee to conduct a final interview and/or visit a relevant precedent site with the selected design firm before design development begins.

Installment Three: Payment of \$437,500 will be made upon receipt of schematic design including renderings and a preliminary cost estimate, compared to budget. In addition, Grantee shall give the Foundation written confirmation that the project is tracking with the anticipated construction budget or that additional funding will be committed to construct the project once design is complete.

Installment Four: Final payment of up to \$437,500 will be made upon receipt of design development drawings including renderings and a preliminary cost estimate, compared to budget. In addition, the Grantee shall give the Foundation written confirmation that the project scope remains consistent with the original intent and that the project is tracking with the anticipated construction budget or that additional funding will be committed to construct the project once design is complete.

All terms must be met by no later than December 1, 2019 to be eligible for payment.

4. **Accounting:** (a) The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term "grant funds" includes the grant and any income earned thereon.

(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with financial and narrative reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Date	Report Type
5/1/2018	Interim Narrative
7/31/2018	Interim Financial and Narrative
12/15/2018	Interim Financial and Narrative
5/31/2019	Final Financial and Narrative

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be sent electronically to HomeRegion@wffmail.com. Please reference Grant #2017-1739 on all reports submitted.

Grantee payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:

(a) Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.

(b) In no event will Grantee use any grant funds:

(i) to carry on propaganda, or otherwise to attempt, to influence legislation;

(ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or

(iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.

(c) Grantee will comply with all applicable laws and regulations.

7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:

(a) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;

(b) Grantee fails to comply with the terms of this letter; or

(c) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.

8. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the Grant and the project funded by the Grant, except to the extent caused by the Foundation's (or its directors', officers', employees' or agents') negligent actions or omissions. Grantee further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend the Foundation as provided hereunder.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the

Foundation contact listed in paragraph 11. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant #2017-1739 in your communication.

We have enclosed the grant letter. By electronically signing this item the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this item is not completed by December 1, 2017, the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,

Kyle J. Peterson
Executive Director

ACKNOWLEDGED AND AGREED

By: _____ (Date)
Lioneld Jordan
City of Fayetteville

**Appendix A: City of Fayetteville
City of Fayetteville Cultural Arts Corridor**

Outputs And Outcomes		
Who will do what and how much?	By when?	Measured or evaluated by?
Goal: City of Fayetteville Cultural Arts Corridor		
Outputs		
The City will work with the Fayetteville Public Library to ensure that the FPL expansion project currently in design has trail connectivity integrated into the design that coordinates with the Cultural Arts Corridor programming needs.	12/31/17	Program records
The City of Fayetteville will interview a minimum of three candidates in person from the design firms recommended by the Design Excellence Selection Committee and select a design team for the project.	2/28/18	Correspondence describing selection criteria and final decision
The City of Fayetteville will enter into a contract with the selected design firm to produce design drawings for the overall Cultural Arts Corridor and specifically for the Fay Jones Parkland, the West Avenue and Dickson Street Plaza and the CAC Street and Trails improvements.	4/6/18	Executed contract
The design firm will create a detailed design schedule, with delivery dates for schematic design, design development and construction drawings. Updated plans and cost estimates will be submitted to WFF at each of the milestones, with recommendations from the design firm and grantee on how to proceed compared to capital construction budget estimates.	4/15/18	Copy of design schedule and milestone updates
The selected design firm will complete a schematic design including renderings and a preliminary cost estimate for the CAC.	7/31/18	Copy of plans, renderings and cost estimates
The design firm will complete a full set of construction plans, specifications, updated construction cost estimates and other necessary documents to bid the project.	3/31/19	Copy of final plans and documents
The City of Fayetteville will conduct a series of at least ten stakeholder and public input meetings to discuss collaboration, mutual interests, and to solicit public dialogue about the project. Of the ten meetings, at least one will be held each before schematic design, design development and final design. Stakeholder meetings may be in collaboration with Fayetteville Public Library expansion meetings. The city will also provide an on-line format to solicit feedback. A minimum of 1000 people will participate in the stakeholder meetings, public input sessions and through online interaction.	5/31/19	Program records
Outcomes		
The Cultural Arts Corridor final design will be approved by the necessary city boards and committees.	5/31/19	Program records
The City of Fayetteville will commit to funding construction of the approved design for the Cultural Arts Corridor.	12/01/19	Letter from mayor

The
WALTON FAMILY
FOUNDATION

Walton Family Foundation Grant Application

Name of Organization: City of Fayetteville

Name of Project/Proposal: City of Fayetteville Cultural Arts Corridor

By submitting this request for funding, the requesting organization acknowledges that The Walton Family Foundation has not previously made any promise to provide the funding requested herein and that the requesting organization has not relied to its detriment upon any statement by The Walton Family Foundation or its representatives to obtain the funding requested herein. The requesting organization further acknowledges that any approval of its grant proposal will be communicated only by, and is contingent upon execution of, a written grant agreement between the requesting organization and the Foundation signed by the Foundation's Executive Director.

Organization Name: City of Fayetteville	
Organization Address: 113 W. Mountain Street Fayetteville, AR 72701	
Organization Telephone: 479-444-3471	
Tax ID Number: Government Entity	
Head of Org/Authorized Signatory: Lioneld Jordan	
Signatory Address (if different than above):	
Head of Org Email: Mayor@fayetteville-ar.gov	
Key Contact: Leif Olson	
Key Contact email: lolson@fayetteville-ar.gov	
Key Contact phone: 479-575-8269	
Project Name: City of Fayetteville Cultural Arts Corridor	Proposal Date: 10/4/2017
Total Requested: \$1,770,000.00	

Grant Period:	From 12/1/2017 To 12/1/2019
WFF Program Officer:	Jeremy Pate

1. Request/Purpose of Grant

Briefly summarize the purpose and need for the project/program, the requested amount, and any requested terms (such as multiple years or matching). The budget template attached is the location for detailed financial information. This space is really just an abstract of the proposal.

The purpose of this grant request is to fund the design of an interactive outdoor Cultural Arts Corridor (CAC), in downtown Fayetteville. This corridor is anchored by the Fayetteville Public Library (FPL) and Fay Jones natural area on the south, and the Walton Arts Center and Dickson Street Entertainment District to the north. Many of the City's major arts and entertainment destinations are located along the Razorback Regional Greenway within this corridor: the Walton Arts Center, Theater Squared, Nadine Baum Studios, and the Fayetteville Public Library. The City envisions the CAC area as a multi-block corridor that has an overall cohesive context while also providing a variety of landscapes, destinations and points of interest that will enhance and enrich the experiences of residents and visitors alike.

The City is interested in developing the CAC through a sustainable landscape design that incorporates the six fundamental strategies that were identified in the Fayetteville Downtown Master Plan:

- *Creation of a series of interconnected special places* – develop active and green transportation linkages to the major cultural, educational, entertainment, open space and education hubs located within the downtown area.
- *A superbly walkable environment* – this should be showcased as downtown's hallmark
- *Smart about parking* – the parking need must be met but efficiently and sustainably so that the sense of place is enhanced, not weakened in the process.
- *Smart rules* – the establishment of zoning and development rules that attract and secure a caliber of development worthy of downtown.
- *Special places* – recognize and encourage an experience-based economy by focusing and expanding on arts, culture, and entertainment experiences.
- *Living downtown* – it must be made a priority to get more people living downtown.

The City has identified three major design elements for study in the CAC:

1. *The Fay Jones Parkland adjacent to the Razorback Regional Greenway (RRG) and the Fayetteville Public Library (FPL).* This area has the potential to showcase how to transition from natural and passive spaces to a more urban environment within a small geographic space. This parkland is a natural, tranquil and contemplative environment that can also provide an excellent trail connection from the RRG to the FPL expansion site which is currently under design. The topography and setting of the Fay Jones natural area presents a particularly complicated, and consequently rewarding design challenge. For instance, the challenging topography could be designed with innovative drainage infrastructure to capture and infiltrate stormwater runoff from the Library site through a series of low-impact stormwater features. The natural wooded sloping basin on the Fay Jones natural area may also be suitable for the development of a formal or informal outdoor amphitheater and outdoor learning space. The transition from the Library on the hill to the natural areas along the Tanglewood Branch should be creatively designed to incite curiosity, drawing individuals visiting one location to also visit the other
2. *The West Avenue and Dickson St. Plaza.* The City is interested in exploring designs for developing the West Avenue parking lot with structured parking, liner buildings and an urban plaza. The West Avenue parking lot has been the subject of several design studies and project proposals over the years. The future programming of this parking lot could happen in any

number of ways and the City is looking for a design that can accomplish multiple goals. Currently the lot contains 290 parking spaces that generate revenue for the repayment of bonds issued to fund the Spring Street Parking Deck. Ultimately, the City is looking for a development design that creates a public open space or plaza that is flexible in its' use, retains the RRG, explores parking and access solutions, and creates platted lots that can be marketed to the private sector to recover the costs associated with the public amenities created.

3. *Street and Trail Improvements.* The streets and trail connections are the transportation corridors that will provide residents and visitors with the access to the amenities within the CAC. Pedestrians will utilize access that is safe, comfortable, and convenient to destinations and open spaces. Downtown and Entertainment parking space scarcity during peak time periods, such as major theatrical shows, will also be better balanced by creating a "park once and walk" environment. And finally, the Razorback Regional Greenway (RRG) is perhaps the most important connective element that links downtowns' cultural, educational and arts destinations to each other and the surrounding neighborhoods. The natural vegetative corridor that is the RRG in this location is a welcome respite from the urban development that surrounds it. This corridor can be strengthened and unified through a strong design concept, additional public art, gathering and seating areas and access to the existing natural features such as Tanglewood Branch.

2. Background

Include a basic description and history of the organization (2-3 paragraphs). Please also note the other organizations with which you are collaborating.

Cities are inherently dynamic with development and redevelopment happening over long periods of time as communities and markets shape land use priorities. The proposed Cultural Arts Corridor (CAC) in downtown Fayetteville is the latest reinvention of these properties. These areas were historically a mixture of industrial, commercial, and residential uses near the Frisco Rail Line. Over time the industrial uses have transitioned to the commercial, residential and cultural arts uses that prevail in the CAC today. This project will help lead change and the shaping of the built environment towards a setting that is rich in experiences and readably accessible to the community.

This area was identified in the 1980's for redevelopment through the site selection for the eventual development of the Walton Arts Center in the early 1990's. The success of the Walton Arts Center led to the economic boom of the Dickson St. area which is today identified as the Entertainment District. Likewise, the construction of the Fayetteville Public Library in 2004 changed the neighborhood and activity level in the area south and west of the downtown square. The recent groundbreaking for Theatre Squared in the CAC further cements this area as a cultural arts district. The City anticipates working in close collaboration with all three major cultural arts anchors within the district.

3. Output and Outcome Performance Measures

Outputs And Outcomes			
Who will do what and how much?	By when?	Measured or evaluated by?	Notes.
Goal: City of Fayetteville Cultural Arts Corridor			
Outputs			
The City will work with the Fayetteville Public Library to ensure that the FPL expansion project currently in design has trail connectivity integrated into the design that coordinates with the Cultural Arts Corridor programming needs.	12/31/17	The City of Fayetteville will provide a copy of any applicable public documents at the request of the Walton Family Foundation.	
The City of Fayetteville will interview a minimum of three candidates from the design firms recommended by the Design Excellence Selection Committee and select a design team for the project.	02/28/18	Correspondence describing selection criteria and final decision	
The City of Fayetteville will enter a contract with the selected design firm to produce design drawings for the overall Cultural Arts Corridor and specifically for the Fay Jones Parkland, the West Avenue and Dickson Street Plaza and the CAC Street and Trails improvements.	04/06/18	Executed contract	
The design firm will create a detailed design schedule, with delivery dates for schematic design, design development and construction drawings. Updated cost estimates will be provided at each of the milestones, with recommendations from the design firm and grantee on how to proceed compared to capital construction budget estimates.	4/15/2018	Copy of design schedule	
The design firm will complete a full set of construction plans, specifications, updated construction cost estimates and other necessary documents to bid the project.	03/31/19	Copy of final plans and documents	
The City of Fayetteville will conduct a series of at least 10 stakeholder and public input meetings to discuss collaboration, mutual interests, and to solicit public dialogue about the project. Of the ten meetings, at least one will be held each before	05/31/19	Program records	

schematic design, design development and final design. Stakeholder meetings may be in collaboration with Fayetteville Public Library expansion meetings. The city will also provide an on-line format to solicit feedback. A minimum of 1000 people will participate in the stakeholder meetings, public input sessions and through online interaction.			
Outcomes			
The Cultural Arts Corridor final design will be approved by the Fayetteville Planning Commission (or equivalent approval if not required by Planning Commission).	05/31/19	Program records	
The City of Fayetteville will commit to funding construction of the approved design for the Cultural Arts Corridor.	12/01/19	Letter from mayor	
The city will award the first construction contract for the Cultural Arts Corridor construction.	06/01/20	Copy of contract	
Park construction will be completed according to the approved plans, and verified in writing by the design firm.	12/31/21	Inspection results by WFF and written confirmation by design firm	

4. Evaluation of Proposed Project

Please describe how you will evaluate the project moving forward. You do not need to restate what is in section 3. Here you only say how the information will be collected.

The City of Fayetteville will provide all financial and narrative reports as requested during the project and through the construction phase of its' many elements. The parkland, plaza, street and trail infrastructure projects will be maintained by the City of Fayetteville in perpetuity. The City anticipates that these parkland and transportation infrastructure improvements will spur economic growth in the downtown and entertainment district areas. This economic growth will catalyze further investments in these areas and attract residents and visitors to utilize and enjoy these spaces.

The City will evaluate the short-term success of this grant by how many people are engaged in the design of the three major elements; streets and trails, Fay Jones Parkland and the West Ave. parking lot development and by the level of consensus for the final landscape and architecture plans. A successful fulfillment of this grant will be design solutions that can be utilized to secure financing for the eventual construction of amenities.

The City will evaluate the long-term success of the Cultural Arts Corridor through the expected increased activity and economic development. Tools for long-term success evaluation may include:

- Increased property value within the CAC over time,
- Increased Fayetteville Public Library cardholders, circulation, and visitor usage,
- Addition of commercial, residential or special use space in the CAC over time,
- Increased trail users and pedestrians within the district,

- Completed build-out of the West Ave. parking lot that balances parking, public open space and commercial and residential development,
- Completed street improvements that include, sidewalks, street trees, transit shelters and lighting.

If an external third party evaluation will be completed, describe their evaluation plan.

NA

5. Financial Information/Sustainability

Also, please briefly describe the plan to make the project or organization sustainable after the grant period (if applicable).

The City of Fayetteville will provide on-going maintenance of all the public assets that get constructed from this design process. The City believes that these projects will capitalize on the synergy created by connecting anchor destinations with the Razorback Regional Greenway and additional street improvements. Additionally, the City anticipates that providing safe and convenient active transportation access between the two anchor areas will more efficiently utilize the scarcity of parking resources within the downtown area. Ultimately, the economic development potential of the cultural assets in and adjacent to the CAC will provide future revenue for the City, thus creating a virtuous cycle of revenue generation and investment within the downtown area.

6. Board Members

Please provide us with a list of your organization's board members.

Mayor Lioneld Jordan

City Council:

Ward 1 Position 1 - Adella Gray

Ward 1 Position 2 - Sarah Marsh

Ward 2 Position 1 - Mark Kinion

Ward 2 Position 2 - Matthew Petty

Ward 3 Position 1 - Justin Tennant

Ward 3 Position 2 - Sarah Bunch

Ward 4 Position 1 - John LaTour

Ward 4 Position 2 - Alan Long

7. Management/Key People Involved

Project and Organization Management – List the 1-3 people involved in managing the project and give 2-4 sentence bios

- **Peter Nierengarten, Sustainability Director.** Peter is the Sustainability and Parking Director for the City of Fayetteville. He is a passionate supporter of sustainable development and investment in bicycle and pedestrian infrastructure, organic food production, creative reuse and recycling, energy conservation, green stormwater, public transportation, rainwater harvesting and composting. He is very interested in promoting sustainability and livability for the City of Fayetteville and advancing the six goals of City Plan 2030. Peter is a 2001 graduate of the University of Arkansas with undergraduate and master's degrees in Civil Engineering. He has over 14 years of experience in municipal government in project and program
- **Ted Jack, Parks Planner.** Ted received his Bachelor of Landscape Architecture degree and Master of Science in Environmental Planning and Management from Louisiana State

University. His master's thesis was titled "Greenways and Their Effect on the Quality of Life in Cities." Ted is a Certified Recreation and Park Professional and as Assistant Superintendent at the Recreation and Park Commission for the Parish of East Baton Rouge (BREC), he managed the Planning, Capital Improvements, Maintenance, and Conservation Departments and strategic planning for the agency. BREC is recognized as one of the top park systems in the country with numerous recognitions awarded to the system and its staff from several organizations, including the National Recreation and Park Association (NRPA). Ted has master planned and designed dozens of parks and special use facilities and has served on teams that have planned and designed projects involving many agencies and groups, such as the integration of the Main Library in Baton Rouge into Independence Community Park. Ted also worked for Louisiana State University as manager of campus planning for four years.

- **Chris Brown, City Engineer.** Chris is the City Engineer for the City of Fayetteville. In his current role, he manages a team that provides development review, design, land acquisition, stormwater, and inspection services for the City. His team also manages the trails design and coordination program in the City. Chris is a 1994 graduate of the University of Arkansas, and is a member of the Arkansas Academy of Civil Engineering. He has over 23 years of experience in municipal government, at all levels of project design and management.

8. Applicant self-assessment of risks to success

Please identify any risks to project success.

The City of Fayetteville is committed to developing the Fay Jones Parkland to provide connectivity between the Razorback Regional Greenway and the Fayetteville Public Library. This project has very strong support from the Fayetteville Public Library and the City.

The City acknowledges that the West Ave Parking lot development scenario is a complicated project. There are numerous stakeholders invested in this land and its use. The City is hopeful that a design professional can help to develop a design that will adequately address stakeholder concerns over parking, greenspace and commercial activity.

The City also recognizes that the street and parkland improvement designs will need to be identified and prioritized for a future bond issue. These projects will need to stand on their own and be significant enough to justify their inclusion in a bond issue.

Lessons Learned – If you have previously been a grantee of The Walton Family Foundation, please discuss any missed targets, the lessons learned, and how you aim to address those moving forward.

The City of Fayetteville has been fortunate to work on numerous projects with the Walton Family Foundation with great success and we anticipate similar outcomes with this request.

9. Project Budget

	Year 1		Year 2		TOTAL PROJECT BUDGET	WFF REQUEST
	PROJECT BUDGET	WFF REQUEST	PROJECT BUDGET	WFF REQUEST		
PERSONNEL EXPENSES (for this project only)						
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Benefits	\$0	\$0	\$0	\$0	\$0	\$0

Other	\$0	\$0	\$0	\$0	\$0	\$0
PERSONNEL SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0
DIRECT EXPENSES (for this project only)						
Travel	\$20000	\$20000	\$0	\$0	\$20000	\$20000
Meetings/Events	\$0	\$0	\$0	\$0	\$0	\$0
Printings/Publications/Electronic	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$0	\$0	\$0	\$0	\$0	\$0
Telephone	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$1000000	\$1000000	\$750000	\$750000	\$1750000	\$1750000
DIRECT EXPENSES SUBTOTAL	\$1020000	\$1020000	\$750000	\$750000	\$1770000	\$1770000
PARTNER EXPENSES (for this project only)						
Consultants	\$0	\$0	\$0	\$0	\$0	\$0
Sub grants	\$0	\$0	\$0	\$0	\$0	\$0
PARTNER EXPENSES SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0
Overhead	\$0	\$0	\$0	\$0	\$0	\$0
EXPENSE TOTAL	\$0	\$0	\$0	\$0	\$0	\$0
INCOME CATEGORIES (for this grant only)						
Request from WFF	\$0		\$0		\$0	
Other Foundations	\$0		\$0		\$0	
Public Agencies	\$0		\$0		\$0	
Corporations	\$0		\$0		\$0	
Individuals	\$0		\$0		\$0	
Earned Revenue	\$0		\$0		\$0	
Other	\$0		\$0		\$0	
INCOME TOTAL	\$0		\$0		\$0	

Budget Narrative:

Project Budget Narrative Guidance for WFF Proposals

For each budget category, include a brief description for the requested funds.

Expense Categories & Narrative Requirements

I. Personnel

- Salaries:
- Benefits:
- Other:

II. Direct Expenses

- Travel:
- Meetings/Events:
- Other:

III. Partner Expenses

- Consultants:
- Sub Grants:

IV. Overhead

-

V. Income Categories (for this grant only)

- Other Foundations:
- Public Agencies:
- Corporations:
- Other:

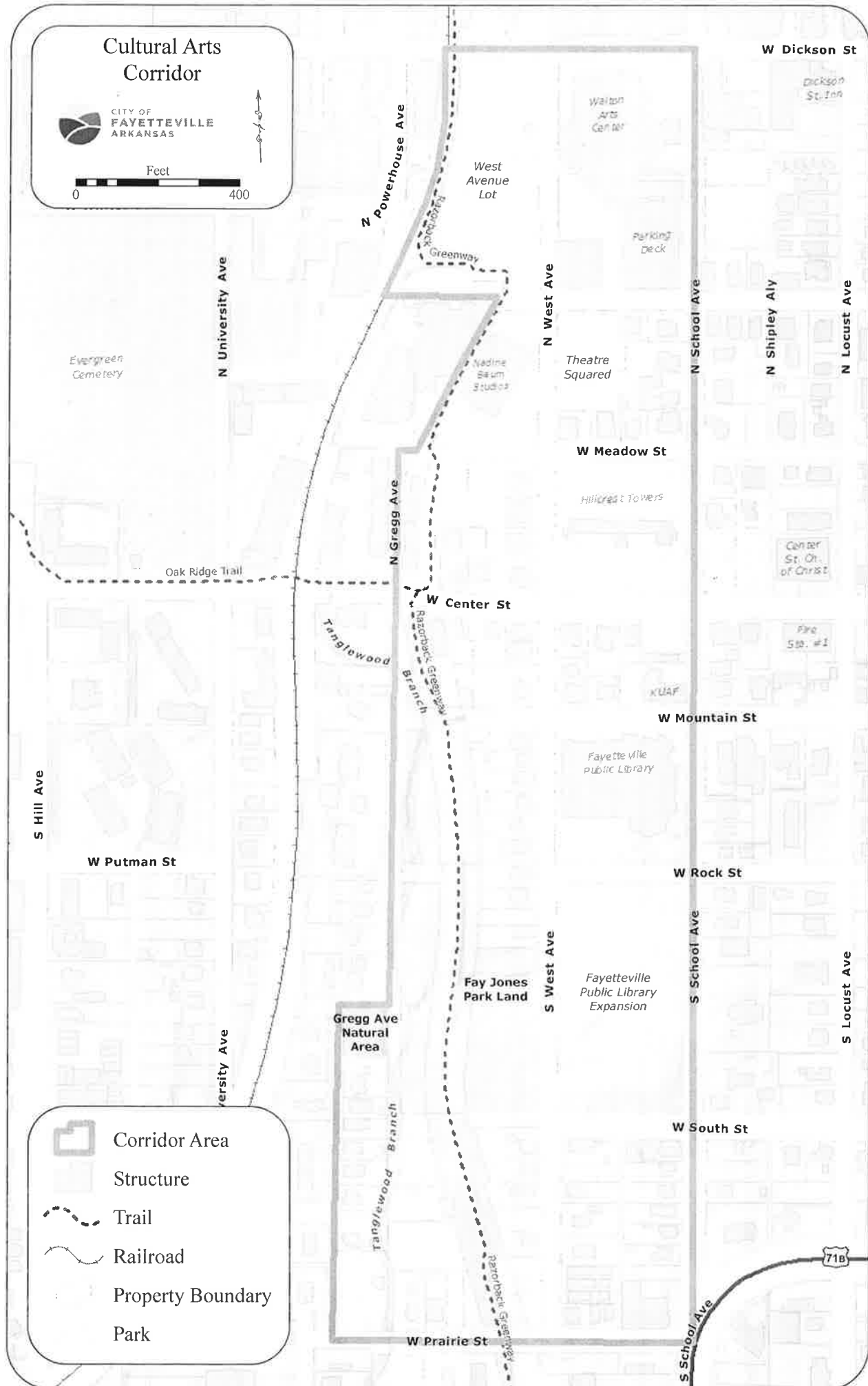
10. Other information

Comparable organizations and programs – Please list any other organizations that provide similar programs or services to your direct beneficiaries and describe how your program or service is different.

11. Other attachments

- i) Any organizational plan related to the Grant Request
- ii) IRS Determination Letter
- iii) Latest available IRS Form 990 for your organization
- iv) Latest available FYE statement or audit as well as current Income Statement and Balance Sheet
- v) Other optional narrative as necessary to explain project or organization
- vi) The organizational budget and board list
- vii) Other optional supporting illustrations or exhibits (e.g. maps, project/organization logic models)

Cultural Arts Corridor



Budget Year	Division	Adjustment Number
2017	SUSTAINABILITY/RESILIENCE (631) /Org2 Requestor: Peter Nierengarten	

Approval of a resolution authorizing acceptance of a Cultural Arts Corridor Grant from The Walton Foundation in the amount of \$1,770,000 and approval of a budget adjustment to fund project 31708.1701 for design/professional services in the amount of \$1,750,000 and travel & training in the amount of \$20,000.

COUNCIL DATE: 12/5/2017

LEGISTAR FILE ID#: 2017-0628

Liz Hutchens
11/20/2017 2:50 PM

Budget Director	Date
TYPE:	
DESCRIPTION:	
GLDATE:	
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